

EXHIBIT 17

CONTRACT AWARD

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1 168

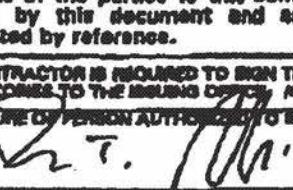
1. CONTRACT NUMBER DJB1PC002	2. EFFECTIVE DATE blk 15c	3. SOLICITATION NUMBER RFP PCC-0008	4. REQUISITION/PROJECT NUMBER N/A
5. RECIPIENT CODE Federal Bureau of Prisons 320 First Street, NW, Rm. 5002 Washington, D.C. 20534 Attn: Connie A. Bare, Contracting Officer OMB# 1103-0018 July 31, 2007	6. ADMINISTERED BY IN OTHER THAN Item 5 Same as block #5	CODE	
7. NAME AND ADDRESS OF CONTRACTOR Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215	8. PAYMENT WILL BE MADE BY Federal Bureau of Prisons Privatization Management Branch 400 First Street, NW, 2nd Floor Washington, DC 20534		

9. DUNS NUMBER 15-973-4151	10. TAXPAYER'S IDENTIFICATION NO. 62-1750964	11. SUMMIT INVOICES & OTHER UPDATES MADE TO <input type="checkbox"/> ITEM 8 <input type="checkbox"/> ITEM 9 <input checked="" type="checkbox"/> ITEM 6 <input type="checkbox"/> OTHER (Specify)
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13. BRIEF DESCRIPTION

Contractor-owned and operated correctional facility (Youngstown, Ohio) to house a population of 1,195 (100% capacity) low security male criminal aliens. See continuation pages.

13. TOTAL AMOUNT OF CONTRACT	\$134,174,457.00 est. four year base period
14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.	15. AWARD. The Government hereby accepts your offer on the solicitation identified in item 3 above as reflected in this award document. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.
<input type="checkbox"/> A. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE. (Check if applicable)	A. UNITED STATES OF AMERICA (Signature of Contracting Officer)
B. SIGNATURE OF PERSON AUTHORIZED TO SIGN 	Connie A. Bare
C. NAME OF SIGNER DANIEL T. MININGER	D. NAME OF CONTRACTING OFFICER Connie A. Bare, Contracting Officer
D. TITLE OF SIGNER Vice Pres., Federal Customer Relations	E. DATE 12/23/04
F. DATE 12/22/04	

AUTHORIZED FOR LOCAL REPRODUCTION

OPTIONAL FORM 307 (2-87)
Revised by GSA - FAR 143 CPM EBL 1B-1M

RECEIVED DEC 27 2004

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D. TITLE OF SIGNER Vice Pres., Federal Customer Relations							Connie A. Bare, Contracting Officer		
E. DATE							C. DATE		
AUTHORIZED FOR LOCAL REPRODUCTION							OPTIONAL FORM 307 (9-97) Prescribed by GSA - FAR (48 CFR) 53.215-1(e)		

**Contract DJB1PC002 - Corrections Corporation of America (CCA) Page 2
Youngstown, Ohio**

1. The contract incorporates by reference the following documents:
 - a. Amendments #1 - 4.
 - b. CCA's Corporate Technical Proposal and Corporate Offer and Volume 1: Other Documents dated June 23, 2004.
 - c. CCA's Final Proposal Revision (dated October 21, 2004)
 - d. CCA's December 12, 2004 - Ohio Revised Code 9.07 Letter
 - e. CCA's Revised Final Price Proposal (dated November 15, 2004)
 - f. Final Environmental Assessment
Finding of No Significant Impact (dated December 22, 2004)
2. In the event of a conflict between the contract terms (including the Statement of Work) and CCA's Corporate proposal, the contract terms shall be controlling.
3. The base period of the contract shall be for forty eight (48) months and shall only begin upon issuance of the Notice to Proceed (NTP). In order to receive NTP, the determination of contractor compliance with contract requirements applicable to issuance of the NTP is at the discretion of the Contracting Officer. The Bureau of Prisons reserves its rights under the contract to withhold or delay NTP should the contractor fail to comply with the requirements necessary for issuance of the NTP.
4. The total amount of the contract as set forth in Block 13 of the Optional Form (OF) 307 is the maximum amount available for the four year base period.
 - a. The monthly population ramp-up for an estimated 3 month period is for 001-598 inmates.
 - b. The fixed price for providing all service is for an average daily population up to 1,076.
 - c. The fixed incremental unit price (FIUP) will apply when the daily population exceeds 1,076 with a maximum of 1,374 inmates during the 48 month base period.
 - d. The maximum five (5) percent award fee, for the purposes of this document, is the amount applied to the maximum price of the above and shall not exceed \$670,872.25 for the four year base period.
5. The total available amount as set forth in Block 13 of the OF 307 does not obligate the Government to pay this amount. Contract Payment will be in accordance with the following:

Base Year #1

Monthly Ramp Up Price (Estimated 3 Months): \$1,349,167.00

Monthly Contract Payment: \$2,428,500.00

Fixed Incremental Unit Price: \$34.05

Maximum Award Fee: \$1,480,380.95

Up to a maximum five (5) percent of the total payment received for the period rated.

Base Year #2

Monthly Contract Payment: \$2,501,355.00

Fixed Incremental Unit Price: \$35.07

Maximum Award Fee: \$1,691,541.20

Up to a maximum five (5) percent of the total payment received for the period rated.

Base Year #3

Monthly Contract Payment:	\$2,576,396.00
Fixed Incremental Unit Price:	\$36.12
Maximum Award Fee:	\$1,742,276.00

Up to a maximum five (5) percent of the total payment received for the period rated.

Base Year #4

Monthly Contract Payment:	\$2,653,688.00
Fixed Incremental Unit Price:	\$37.20
Maximum Award Fee:	\$1,794,524.70

Up to a maximum five (5) percent of the total payment received for the period rated.

6. The performance period of the contract shall be effective from NTP through 48 months with the Government's unilateral right to exercise the 3 individual two-year option periods in accordance with the terms of the contract. The anticipated periods of performance include:

Base Year 1: NTP through 12 months = \$29,607,619 est.
Base Year 2: Month 13 through month 24 = \$33,830,824 est.
Base Year 3: Month 25 through month 36 = \$34,845,520 est.
Base Year 4: Month 37 through month 48 = \$35,890,494 est
Option Period 1: Month 49 through month 72 = \$75,043,273 est.
Option Period 2: Month 73 through month 96 = \$78,454,523 est.
Option Period 3: Month 97 through month 120 = \$82,020,717 est.

7. (a) Incorporate the following changes to Section C:

Page 15 lines 6 and 7 of Section C, Statement of Work:

Remove the reference to the I-9 form "Complete an Employment Eligibility Verification (I-9) Form"

Renumber the required steps as indicated:

Line #17 - change #1-8 to #1-7.

Line #27 - renumber starting with #8

Page 16 Lines 1 & 2 - renumber starting with #13

Page 20 Line #32 - Remove the reference to the Subcontractors Employment Eligibility Verification Form (I-9) and add... 1) Conduct a pre-employment interview.

7.(b) Page 15 (Addition is in bold)

Add the following to line 15, after "The determination for employment suitability, **for all current and future employees and subcontractors working under this contract, must be made using the BOP's current Guidelines of Acceptability.**

8. Funding is not presently available for performance under this contract beyond the four (4) year base period and is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability.

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C. NAME OF SIGNER

Damon T. Hininger

D. TITLE OF SIGNER

Vice Pres., Federal Customer Relations

E. DATE

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90% PRICING SCHEDULE C - BASE PERIOD

100% CONTRACT BEDS: 1,195 CONTRACT BEDS
115% CONTRACT BEDS: 1,374 CONTRACT BEDS

Offeror & Institution Location: Corrections Corporation of America, Northeast Ohio Correctional Center

001 Inmate - 598 Inmates (50%)	599 Inmates - 1,076 Inmates (90%)	1,077 Inmates (90% +1) - 1,374 Inmates (115%)
Monthly Ramp Up Price (Estimated 3 months): \$1,549,167 Per month	Monthly Operating Price (MOP) (Estimated 9 months): \$2,426,500 Per month	Fixed Incremental Unit Price (FIUP) Per Inmate Day: \$34.05 Per day
** Total Price (Ramp Up X 3 Months) + (MOP X 9 Months) + (FIUP to 115%):		\$29,607,619

001 Inmate - 1,076 Inmates (90%)	1,077 Inmates (90% +1) - 1,374 Inmates (115%)
Monthly Operating Price (MOP): \$2,501,355 Per month	Fixed Incremental Unit Price (FIUP) Per Inmate Day: \$35.07 Per day
** Total Price (MOP X 12 Months) + (FIUP to 115%):	\$33,830,824

001 Inmate - 1,076 Inmates (90%)	1,077 Inmates (90% +1) - 1,374 Inmates (115%)
Monthly Operating Price (MOP): \$2,576,396 Per month	Fixed Incremental Unit Price (FIUP) Per Inmate Day: \$36.12 Per day
** Total Price (MOP X 12 Months) + (FIUP to 115%):	\$34,845,520

001 Inmate - 1,076 Inmates (90%)	1,077 Inmates (90% +1) - 1,374 Inmates (115%)
Monthly Operating Price (MOP): \$2,653,688 Per month	Fixed Incremental Unit Price (FIUP) Per Inmate Day: \$37.20 Per day
** Total Price (MOP X 12 Months) + (FIUP to 115%):	\$35,890,494

90% PRICING SCHEDULE C (cont.) - OPTION PERIODS

100% CONTRACT BEDS; 1,195 CONTRACT BEDS

115% CONTRACT BEDS: 1,374 CONTRACT BEDS

Offeror & Institution Location: Corrections Corporation of America, Northeast Ohio Correctional Center

001 Inmate - 1,076 Inmates (90%)	1,077 Inmates (90% +1) - 1,374 Inmates (115%)
Monthly Operating Price (MOP): \$2,774.298 Per month	Fixed Incremental Unit Price (FIUP) Per Inmate Day: \$38.89 Per day
** Total Price (MOP X 24 Months) + (FIUP to 115%):	\$75,043,273

001 Inmate - 1,076 Inmates (90%) Monthly Operating Price (MOP): \$2,900.389 Per month	1,077 Inmates (90% +1) - 1,374 Inmates (115%) Fixed Incremental Unit Price (FIUP) Per Inmate Day: \$40.66 Per day
** Total Price (MOP X 24 Months) + (FIUP to 115%)! \$78,454,523	

001 Inmate - 1,076 Inmates (90%)	1,077 Inmates (90% +1) - 1,374 Inmates (115%)
Monthly Operating Price (MOP): \$3,032,212 Per month	Fixed Incremental Unit Price (FIUP) Per Inmate Day: \$42.51 Per day
** Total Price (MOP X 24 Months) + (FIUP to 115%):	\$82,020,717

**ATTACHMENT II
STATEMENT OF WORK
RFP-PCC-0008 - CAR 4**

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1 **INTRODUCTION**

2 This Statement of Work (SOW) sets forth the contract performance
 3 requirements for the management and operation of a contractor-
 4 operated correctional institution to accommodate approximately
 5 1,000 beds for a low security adult male population consisting
 6 primarily of criminal aliens. The criminal alien population will
 7 ordinarily be low security non-U.S. citizen adult males with
 8 sixty months or less remaining to serve on their sentences.
 9 Faith Based and Community Organizations have the right to submit
 10 offers equally with other organizations for contracts for which
 11 they are eligible.

12 The proposed facility shall be an existing institution to
 13 accommodate approximately 1,000 beds on a daily basis at a single
 14 site. It is anticipated the daily population may be as high as
 15 15% over the number of beds accepted as 100% of the contract
 16 beds. The institution shall include a special housing unit
 17 (segregation) with a capacity of at least 10 percent of the
 18 accepted number of contract beds.
 19

20 The contractor shall ensure that the facility operates in a
 21 manner consistent with the mission of the Bureau of Prisons
 22 (BOP). The BOP's mission is the protection of society by
 23 confining offenders in the controlled environments of prisons and
 24 community-based facilities that are safe, humane, cost efficient
 25 and appropriately secure, that provide work and other self-
 26 improvement opportunities to assist inmates in becoming law
 27 abiding citizens.

28 Contract performance shall begin when the Contracting Officer
 29 (CO) issues the Notice to Proceed (NTP). Performance shall be
 30 for a four-year base period with three (3) two-year options,
 31 exercised unilaterally by the Government, for a potential term of
 32 ten years.

33 Within 180 days of contract award, the contractor shall be ready
 34 to begin accepting inmates and assume full responsibility for the
 35 operation, maintenance and security of the institution. This may
 36 occur earlier at the request of the contractor, but only if the
 37 BOP determines the contractor is capable of accepting inmates.

38 Prior to issuance of the NTP, the BOP will perform numerous
 39 assessments to ensure the contractor is prepared to accept
 40 responsibility for performing all requirements of the contract.
 41

42 Thirty (30) days prior to the expected NTP date, the contractor
 43 shall notify the CO it is ready to accept inmates and assume full

1 responsibility for the operation, maintenance and security of the
2 institution.

3 It is essential that the contractor be fully prepared to accept
4 responsibility for performing all requirements of the contract,
5 thus ensuring the safety and security of the community,
6 institution staff, and inmates. The contractor shall facilitate
7 the assessment process by accommodating all requests for
8 information or assistance.

9 Unless otherwise specified, all plans, policies, and procedures,
10 including those identified in the most current edition of
11 American Correctional Association (ACA) Standards for Adult
12 Correctional Institutions (ACI), (ACA/ACI Standards), shall be
13 developed by the contractor and submitted in writing to the COR
14 for review and concurrence prior to issuance of the NTP. Once
15 concurrence has been granted, these plans, policies and
16 procedures shall not be modified without the prior written
17 acknowledgment of the COR.

18 The NTP will be issued subsequent to receiving the contractor's
19 notification that it is prepared to receive inmates and the BOP's
20 determination that the contractor is capable of accepting
21 inmates. The contractor shall be prepared to accept inmates
22 immediately upon issuance of the NTP.

23 It is anticipated the BOP will predominantly designate non-U.S.
24 citizens with deportation orders to the institution, however, the
25 BOP may designate any inmate within its custody utilizing the
26 same designation criteria that is used at other BOP facilities.
27 P.S. 5100, Security Designation and Custody Classification
28 Manual, outlines the procedures for designating inmates.

29 Designations to the institution are anticipated to occur at an
30 estimated rate of 40 inmates per week. The estimated weekly
31 designation of 40 inmates to the institution would result in a
32 population of 1,000 inmates in approximately 25 weeks. The
33 institution activation schedule of 40 inmates per week is an
34 estimate only. Actual designations will depend upon many
35 factors, including but not limited to: the contractor's ability
36 to provide services in accordance with the contract; sentencing
37 by the Federal Courts; and the designation process.

38 The contractor does not have a right of refusal and shall accept
39 all designations from the BOP. The contractor shall not make any
40 changes to existing non-BOP populations (security level,
41 classification, etc.) without the prior written approval of the
42 CO.

1 The contractor is prohibited from constructing any additional bed
2 space or facilities at the contract location without the prior
3 written approval of the CO.

4 The contractor shall furnish all personnel, management,
5 equipment, supplies and services necessary for performance of all
6 aspects of the contract. Unless explicitly stated otherwise, the
7 contractor is responsible for all costs associated with and
8 incurred as part of providing the services outlined in this
9 contract.

1 **EXPLANATION OF STATEMENT OF WORK TERMS**

2 ACA - American Correctional Association. The private, nonprofit
3 organization that administers the only national accreditation
4 program for all components of adult and juvenile corrections.
5 Its purpose is to promote improvement in the management of
6 correctional agencies through the administration of a voluntary
7 accreditation program and the ongoing development and revision of
8 relevant, useful standards.

9 BOP - Federal Bureau of Prisons.

10 CO - Contracting Officer. A Government employee, who by virtue
11 of a Contracting Officer's Warrant, is the only government
12 employee authorized to negotiate, award, administer, cancel or
13 terminate contracts on behalf of the United States Government.

14 Contractor - The entity to whom the Government has awarded the
15 contract.

16 Contract Award - The date the CO signs the contract.

17 COR - Contracting Officer's Representative. The Government
18 employee, designated in writing by the CO, authorized to perform
19 certain limited functions on behalf of the CO. The extent of COR
20 responsibilities are outlined in Section G of the contract and
21 the COR Designation Letter, which will be provided to the
22 contractor. Typically, the COR is the Privatization Field
23 Administrator (PFA).

24 COTR - Contracting Officer's Technical Representative.
25 Government staff, designated in writing by the CO, who assist the
26 CO and COR in the performance of duties. COTR responsibilities
27 are delineated in writing by the CO and will be provided to the
28 contractor.

30 Credentials - Documents permitting primary source verification
31 regarding qualifications including education, training, licenser,
32 experience, and board certification of an employee.

33 DC - District of Columbia.

34 DOJ - Department of Justice.

35 DHO - Discipline Hearing Officer. The Government trained and
36 certified contractor employee responsible for conducting
37 disciplinary hearings.

- 1 Emergency - Any significant disruption of normal institution
2 procedure, policy or activity caused by inmate disturbances, work
3 or food strikes, food borne illness, escapes, fires, natural
4 disasters, employee strikes or work stoppages, or other serious
5 incidents.
- 6 FBI - Federal Bureau of Investigation.
- 7 FOIA Exempt - Information which is exempt from release under the
8 Freedom of Information Act, 5 U.S.C. 552.
- 9 Former Inmate - A person who has been found guilty of committing
10 a felony or misdemeanor for whom less than one year has elapsed
11 since release from custody or any type of supervision.
- 12 HSU - Health Services Unit. The organizational unit providing
13 routine and emergency health care. The HSU is the designated
14 part of a facility delivering care to inmates on an ambulatory or
15 observation basis.
- 16 ICE - Immigration and Customs Enforcement.
- 17 Inmate - An individual confined under the auspices and authority
18 of the BOP or under supervision of a Federal court.
- 19 Inmate Records - Information concerning an inmate's personal,
20 criminal and medical history, behavior and activities while in
21 custody. This may include detainees, personal property receipts,
22 visitor lists, photographs, fingerprints, disciplinary
23 infractions and actions taken, grievance reports, work
24 assignments, program participation, miscellaneous correspondence,
25 forms prescribed by Government policy, etc.
- 26 JCAHO - Joint Commission on Accreditation of Health Care
27 Organizations.
- 28 Lethal Force - The force a person uses with the purpose of
29 causing, or which they know, or should know, would create a
30 substantial risk of causing death or serious bodily harm.
- 31 Limited Official Use Only - Information which is unclassified
32 information of a sensitive, proprietary or personally private
33 nature which must be protected against release to unauthorized
34 individuals.
- 35 MOAR - Minimum Operational Availability Rate. The monthly rate
36 for computer services/resource components which is a percentage

- 1 calculated by dividing the accumulated monthly down time hours by
2 the total number of hours of operation for a given month.
- 3 Negative Pressure Room - a room where the direction of air flow
4 is controlled by creating a lower (negative) pressure in the area
5 into which flow of air is desired.
- 6 NTP - Notice To Proceed. The official written notice signed and
7 issued by the CO which authorizes the contractor to proceed with
8 the contract and begin providing services under the contract.
9 The contractor shall be prepared to accept inmates immediately
10 upon issuance of the NTP.
- 11 OIG - Office of the Inspector General, Department of Justice.
- 12 Professional Staff - Staff employed in the medical, educational,
13 religious and psychological disciplines.
- 14 P.S. - Program Statement. A BOP written directive that
15 establishes policy in a given area. The contractor shall adhere
16 to the most current version.
- 17 Records Office - The office responsible for maintaining records,
18 coordination of movement and other related functions.
- 19 Safety Equipment - Including, but not limited to: fire fighting
20 equipment (e.g., chemical extinguishers, hoses, nozzles, water
21 supplies, alarm systems, portable breathing devices, gas masks,
22 fans, first aid kits, stretchers).
- 23 SENTRY - The BOP's online, real-time database system, used
24 primarily for maintaining information about Federal inmates. It
25 contains information about sentencing, work assignments,
26 admission/release status and other special assignments for
27 monitoring inmate status. The SENTRY system also includes
28 property management and other modules which address most aspects
29 of incarceration.
- 30 Subcontract - Any agreement entered into by the contractor who
31 was awarded the contract ("prime contractor") with another entity
32 to provide services and supplies to accomplish performance of the
33 contract.
- 34 Subcontractor, full time - an individual performing work in the
35 contract facility which requires performance in excess of 30 or
36 more total days or 240 hours which can be accrued incrementally
37 (i.e., 2 hours per week, 3 days per week) or in a one month
38 period.

- 1 Subcontractor, part time - an individual performing work in the
2 contract facility which requires performance of 29 total days
3 (232 hours) or less which is accrued incrementally (i.e. 2 hours
4 per week, 3 days per week) or 29 days. Part-time subcontractors
5 shall be escorted at all times while in the institution or, when
6 outside the institution, if the possibility exists of coming into
7 contact with inmates.
- 8 Telehealth - The provision of clinical care and health care
9 services (administration, education, etc.) through the use of
10 electronic communication and information technologies across
11 geographic and time barriers.
- 12 USMS - United States Marshals Service.
- 13 Warden - The contractor's official, regardless of title (e.g.,
14 Chief Executive Officer (CEO) or Facility Administrator), who has
15 ultimate on-site responsibility for the overall management and
16 operation of a facility.
- 17 Additional definitions are contained in the American Correctional
18 Association (ACA) Standards for Adult Correctional Institutions
19 (ACI) and Standards Supplement.

1 **PERFORMANCE OBJECTIVES**

2 **A. Contract Performance**

3 All services and programs shall comply with the SOW; the U.S.
4 Constitution; all applicable federal, state and local laws and
5 regulations; applicable Presidential Executive Orders (E.O.); all
6 applicable case law; and Court Orders. Should a conflict exist
7 between any of the aforementioned standards, the most stringent
8 shall apply. When a conflict exists and a conclusion cannot be
9 made as to which standard is more stringent, the CO shall
10 determine the appropriate standard. The contractor shall comply
11 with and implement any applicable changes to BOP policy,
12 Department of Justice (DOJ) regulation, Congressional mandate,
13 Federal law, DC law, or E.O. Should the Government invoke such
14 changes, the contractor retains rights and remedies (i.e.,
15 equitable adjustment) under the terms and conditions of the
16 contract.

17 BOP reserves the right to have various staff on site to monitor
18 contract performance. The Government reserves its rights to
19 conduct announced and unannounced inspections of any part of the
20 institution at any time and by any method to assess contract
21 compliance.

22 **B. General Administration**

23 The contractor is required to perform in accordance with the most
24 current editions of the ACA ACI Standards. The contractor shall
25 obtain ACA accreditation within 24 months of NTP and shall
26 maintain continual compliance with all ACA ACI Standards during
27 the performance of the contract, unless otherwise specified by
28 the BOP. Once full accreditation has been obtained, the
29 contractor shall maintain this accreditation throughout the life
30 of the contract, inclusive of any option periods exercised.
31 Failure to perform in accordance with contract requirements and
32 to obtain ACA accreditation within 24 months from NTP may, at a
33 minimum, result in a reduction of the contract price in
34 accordance with the contract terms.

35 Accomplishment of some ACA ACI Standards is augmented by BOP
36 policy and/or procedure. In these instances, the SOW identifies
37 and provides direction for the enhanced requirements. The
38 contractor shall use the most current version of the BOP policy.

1 This SOW contains numerous references which direct the contractor
2 to notify, contact or provide the CO or COR with information or
3 data. The CO or COR may formally designate other Government
4 individuals to assume those responsibilities.

5
6 The contractor is responsible for development and administration
7 of a comprehensive Quality Control Program (QCP) which ensures
8 all requirements of this SOW are achieved. The specific
9 requirements for the QCP are detailed in Section J.

10 Several sections of this SOW require the contractor to maintain a
11 system of records identical to the BOP. The contractor shall not
12 establish a separate system of records without prior written
13 approval of the CO or COR. All records related to contract
14 performance shall be retained in a retrievable format for the
15 duration of the contract. Except as otherwise expressly provided
16 in this SOW, the contractor shall, upon completion or termination
17 of the resulting contract, or upon request, transmit to the
18 Government any records related to performance of the contract.

19 The contractor shall comply with all statutes, regulations and
20 guidelines from the National Archives and Records Administration.
21 Records and information management functions are required and
22 mandated by the following regulations: 44 U.S.C. 21, 29, 31 and
23 33; 36 Code of Federal Regulations (CFR) Chapter 12 sub-chapters
24 A and B; OMB Circular A-130; and DOJ Order 2710.8C, Removal and
25 Maintenance of, and Access to, Documents. Criminal penalties for
26 unlawfully destroying, damaging or removing federal records is
27 addressed in 18 USC 2071, 793, 794 and 798.

28 The contractor shall protect, defend, indemnify, save and hold
29 harmless the United States Government, the BOP and its employees
30 or agents, from and against any and all claims, demands,
31 expenses, causes of action, judgments and liability arising out
32 of, or in connection with, any negligent acts or omissions of the
33 contractor, its agents, subcontractors, employees, assignees or
34 any one for whom the contractor may be responsible. The
35 contractor shall also be liable for any and all costs, expenses
36 and attorneys fees incurred as a result of any such claim,
37 demand, cause of action, judgment or liability, including those
38 costs, expenses and attorneys fees incurred by the United States
39 Government, the BOP and its employees or agents. The
40 contractor's liability shall not be limited by any provision or
41 limits of insurance set forth in the resulting contract.

1 In awarding the contract, the Government does not assume any
 2 liability to third parties, nor will the Government reimburse the
 3 contractor for its liabilities to third parties, with respect to
 4 loss due to death, bodily injury, or damage to property resulting
 5 in any way from the performance of the contract or any
 6 subcontract under this contract.

7 The contractor shall be responsible for all litigation, including
 8 the cost of litigation, brought against it, its employees or
 9 agents for alleged acts or omissions. The CO shall be notified
 10 in writing of all litigation pertaining to this contract and
 11 provided copies of any pleadings filed or said litigation within
 12 five working days of the filing. The contractor shall cooperate
 13 with Government legal staff and/or the United States Attorney
 14 regarding any requests pertaining to federal or contractor
 15 litigation.

16 Policies and procedures shall be developed to ensure a positive
 17 relationship is maintained with all levels of the federal
 18 judiciary. The contractor's procedures shall ensure a tracking
 19 system is established which mandates that all judicial inquiries
 20 and program recommendations are responded to in a timely and
 21 accurate manner. All judicial inquiries and contractor responses
 22 specifically related to an inmate, shall be made part of the
 23 inmate's central file.

24 The contractor shall notify the CO immediately when a request is
 25 made by a member of the United States Congress for information or
 26 to visit the institution. All responses to Congress shall be
 27 cleared, in advance, by the COR.

28 The COR shall be notified when a request is made for inmate or
 29 employee interviews or visits to the institution by any
 30 representative of the media as defined by P.S. 1480., News Media
 31 Contacts. The contractor shall permit inmate interviews by
 32 legitimate media consistent with P.S. 1480.

33 The contractor shall coordinate, in advance, all public
 34 information related issues with the CO/COR. All press statements
 35 and releases shall be cleared, in advance, with the CO/COR.

36 The contractor shall promptly make public announcements stating
 37 the facts of unusual newsworthy incidents to local media.
 38 Examples of such events include, but are not limited to: deaths
 39 by other than natural causes; escapes from custody; and
 40 institution emergencies.

1 The contractor shall ensure employees agree to use appropriate
2 disclaimers clearly stating the employees' opinions do not
3 necessarily reflect the position of the BOP or DOJ in any public
4 presentations they make or articles they write that relate to any
5 aspect of contract performance or the facility operations.

6 **C. Fiscal Management**

7 A commissary shall be operated by the contractor as a privilege
8 for inmates. The commissary shall have items available for
9 purchase that are not required to be furnished by the contractor,
10 in accordance with the objectives of the contract. Inmates shall
11 have the opportunity to purchase from the commissary at least
12 once a week. The commissary inventory shall be provided to the
13 BOP upon request.

14 The contractor shall refer to specific chapters of BOP P.S.
15 4500., Trust Fund/Warehouse/Laundry Manual for management of the
16 commissary operations, as indicated below.

17 The contractor shall ensure that inmates spend no more on
18 purchases than the BOP spending limit. The contractor shall not
19 sell or stock items which are prohibited by the BOP as defined in
20 P.S. 4500., Chapter 4522.

21 The mark-up for commissary items shall not exceed the BOP mark-up
22 formula as defined by P.S. 4500., Chapter 4523, however the
23 contractor may define a lower mark-up. The contractor may assess
24 state sales tax to the items if state sales tax is applicable.

25 Inmates will be permitted to receive funds from outside sources
26 (i.e., from family, friends, bank accounts). Outside funds or
27 those generated from work may be used to pay for products and
28 services from the commissary.

29 If inmate funds are placed in an interest bearing account, the
30 interest earned must be credited to the inmate.

31 Procedures shall be established for transferring inmate personal
32 funds upon release from the institution, transfer to another
33 institution or when an inmate requests a funds transfer to an
34 outside source. The contractor shall ensure that all inmates who
35 are scheduled for removal to foreign destinations are given all
36 funds immediately prior to release from the institution.

1 Transfer of inmate funds shall occur within five working days
 2 upon release from the institution, transfer to another
 3 institution, or when an inmate requests a funds transfer to an
 4 outside source.

5 The contractor may use commissary profits as incentive pay for
 6 inmates participating in education and vocational programming.
 7 Procedures shall be developed in accordance with 28 CFR 545 and
 8 P.S. 5251., Inmate Work and Performance Pay.

9 Inmate Benefit Fund - Any revenues earned in excess of those
 10 needed for commissary operations shall be used to provide benefit
 11 to all inmates, via an inmate benefit fund. The contractor may
 12 use P.S. 4500., Chapter 4504, as a guide for appropriate
 13 expenditures from this fund, however, prohibited items, as
 14 defined by the BOP, shall not be purchased with commissary
 15 revenues. Individual expenditures from the inmate benefit fund
 16 that exceed \$10,000, shall be approved by the contractor's
 17 corporate office. Records of inmate benefit fund expenditures
 18 shall be maintained on site at the contract facility and
 19 available for review by the BOP. The contractor shall ensure that
 20 an annual audit, consistent with current ACA standards, includes
 21 the inmate benefit fund. At the conclusion of the contract, the
 22 inmate benefit fund shall revert back to the Government. Any
 23 interest earned on this fund shall be credited to the inmate
 24 benefit fund.

25 Unclaimed Inmate Funds - The contractor shall exhaust all avenues
 26 to locate inmates and forward their inmate account balances. If,
 27 after three months, the inmate cannot be located, the contractor
 28 shall forward the inmate account balance to the BOP as instructed
 29 below:

- 30 1) Check made payable to the individual inmate must contain
 31 the inmate's full name and register number. The sender's
 32 name must be included on the check and/or mailing envelope.
- 33 2) Check made payable to the BOP, for the purposes of
 34 consolidating several inmate account balances, must be
 35 accompanied by a Field Submission Form, provided by the BOP.
- 36 3) The Field Submission Form shall list the inmate's full
 37 name, register number and amount to be credited to the
 38 inmate. One Field Submission Form shall be completed for
 39 each check.
- 40 4) Unclaimed funds shall be sent to the Centralized Lockbox
 41 Collection at:

1 Federal Bureau of Prisons
2 Inmate Name/Register Number
3 PO Box 474701
4 Des Moines, IA 50947-0001

5 **D. Personnel**

6 The contractor shall have and maintain a Personnel Policy Manual
7 applicable to this contract.

8 STAFFING PLAN

9 The number, type and distribution of staff as described in the
10 contract staffing plan shall be maintained throughout the term of
11 the contract. Written requests to change the number, type and/or
12 distribution of staff described in the staffing plan must be
13 submitted to the CO, through the COR, for approval prior to
14 implementation. Staffing levels shall not fall below a monthly
15 average of 95% of the BOP approved staffing plan.

16 Each month, the contractor shall submit to the COR the current
17 average monthly vacancy rate, and indicate any individual
18 positions that have been vacant more than 120 days.

19 Failure to fill any individual position within 120 days of the
20 vacancy may result in a deduction from the monthly invoice. The
21 BOP may calculate the deduction retroactive to day one of the
22 vacancy, excluding the days for the BOP's conditional approval
23 process, starting on the day of receipt and concluding on the day
24 conditional approval is granted.
25

26 EMPLOYMENT PROCEDURES

27 The Warden or designee shall be the contractor's contact person
28 for all matters regarding the processing of contractor personnel.

29 Prior to employees entering on duty (EOD) at the facility, the
30 contractor shall ensure the following steps are completed for
31 each applicant, full or part time, as listed below:

- 32 1)Conduct a Credit Check for employment purposes as
33 described in the Fair Credit Reporting Act;
34 2)Coordinate the process for BOP staff to conduct criminal
35 history checks - National Crime Information Center (NCIC)

1 and National Law Enforcement Telecommunication System
2 (NLETS);
3 3) Conduct a pre-employment interview;
4 4) Perform a Law Enforcement Agency Check for the past five
5 years;
6 5) Complete an Employment Eligibility Verification (DOJ-INS
7 Form I-9);
8 6) Voucher the applicant's employment record for the past
9 five years;
10 7) Certify the applicant is a U.S. citizen (see below- Other
11 Requirements);
12 8) Certify the applicant has met the residency requirements
13 (see below - Other Requirements).
14

15 The determination for employment suitability must be made using
16 the BOP's current Guidelines of Acceptability. Based on steps
17 #1-8 and the Guidelines of Acceptability, the contractor will
18 determine if the applicant is suitable for employment. The
19 Warden shall certify that steps #1 through #8 have been completed
20 with satisfactory results and submit this certification with the
21 applicant's information to the BOP for conditional approval. The
22 applicant's information shall include the following: full name,
23 date of birth, social security number and position applied for.

24 After receiving the BOP's conditional approval, the contractor
25 shall proceed with the following steps:
26

27 9) Complete and submit FBI Fingerprint forms;
28 10) Conduct a urinalysis in accordance with P.S. 3735., Drug
29 Free Workplace;
30 11) Applicant shall complete Questionnaire for Public Trust
31 Positions, SF-85P, or approved equivalent;
32 12) Applicant shall complete Supplemental Questionnaire or
33 Selected Positions (OPM form 85P-S), or approved equivalent;
34 13) Notify COR of Limited Background Investigation (LBI
35 initiation.

36 Positions requiring the OPM form 85P-S, or equivalent, are those
37 employees required to carry firearms during the course of their
38 employment.

39 Contractor responsibilities subsequent to Enter on Duty (EOD)
40 date:

- 1 14) Notify COR within 24 hours of actual EOD;
2 15) Receipt and review of Limited Background Investigation
3 (LBI) report (Section J).

4

5 The BOP retains authority to approve all contractor staff,
6 subcontractors and volunteers, who work or have contact with
7 federal inmates under the terms of this contract. No individual
8 who is under supervision or jurisdiction of any parole, probation
9 or correctional authority shall be employed.

10 The contractor shall develop procedures to coordinate with the
11 BOP to process and initiate NCIC/NLETS functions in accordance
12 with PS 1280., JUST, NCIC and NLETS Telecommunications Systems
13 (Management and Use) for criminal history checks to maintain
14 institution security. NCIC/NLETS may not be utilized for Justice
15 Employment checks. The contractor shall adhere to the Federal
16 Bureau of Investigation (FBI) Criminal Justice Information
17 Services (CJIS) Security Addendum as included in Section J of the
18 contract. The contractor shall ensure that use of NCIC/NLETS is
19 performed only to the direct benefit and furtherance of the
20 contract.

21 Within one year of each on-site employee's EOD, the contractor
22 shall obtain, review, identify and resolve derogatory information
23 contained on the LBI results using the Adjudication Standards for
24 Resolving Limited Background Investigations and Periodic
25 Reinvestigation, outlined in Section J. The contractor shall
26 make a determination regarding the employee's suitability for
27 employment under this contract. Investigations with little or no
28 derogatory information will be reviewed and forwarded to the COR
29 within 90 days of the investigation completion date.
30 Investigations requiring resolution of derogatory information
31 will be forwarded within 180 days of the investigation completion
32 date. Extended adjudication time frames, on a case-by-case
33 basis, may be requested from the COR.

34 Upon receipt, review and resolution of any derogatory information
35 contained in the reinvestigation report, the Warden shall forward
36 to the COR a written final determination regarding the employee's
37 continued employment under this contract. A copy of the
38 reinvestigation report results shall be attached.

39 The contractor shall ensure all employees and full-time
40 subcontractors are reinvestigated as prescribed in the Scope and
41 Coverage of a Periodic Reinvestigation in Section J, of the
42 contract.

1 The contractor shall maintain all personnel records, on-site, for
2 the duration of the contract and make these records available to
3 the Bureau upon request.

4 WAIVERS

5 If the applicant does not meet the BOP's Guidelines of
6 Acceptability, and is still a desirable employee, the contractor
7 may request a written waiver to the Guidelines, submitted to the
8 COR, which includes:

- 9 1) details and circumstances of the applicant's behavior
10 that is outside the Guidelines;
11 2) reason(s) why the applicant should receive further
12 consideration; and
13 3) availability of other suitable applicants.

14 OTHER REQUIREMENTS

15 The contractor must ensure all employment practices are in
16 accordance with U.S. Department of Labor requirements in addition
17 to state and local requirements. Contractors are advised that
18 the following labor requirements are applicable to this contract
19 (not all comprehensive): Notice to the Government of Labor
20 Disputes; Convict Labor Act; the Service Contract Act of 1965,
21 as amended; the Contract Work Hours and Safety Standards Act -
22 Overtime Compensation; and the Fair Labor Standards Act and
23 Service Contract Act-Price Adjustment (Multiple Year and Option
24 Contracts).

25
26 The contractor shall not employ any individual who has a felony
27 or misdemeanor conviction of domestic violence.

28 The contractor shall not employ any individual who is not a
29 United States citizen unless otherwise approved by the COR.
30 Citizens in the United States include those who were: born in the
31 United States (the fifty states, the District of Columbia, Puerto
32 Rico, Guam (since 1950), or the U. S. Virgin Islands; born
33 outside the United States to parents who are citizens of the
34 United States, one of which was physically present in the United
35 States or one of its outlying possessions for a continuous period
36 of one year at any time prior to the birth of the person (in some
37 situations only one person has to be a citizen); naturalized as a
38 United States Citizen; or otherwise granted citizenship under
39 authorities described in law, beginning at 8 U.S.C. 1401. For

1 non-citizen applicants or subcontractors, the contractor must
2 seek approval from the COR. Non-citizen applicants of
3 subcontractors must be citizens of an allied nation as defined by
4 the United States Office of Personnel Management (see
5 <http://www.opm.gov/employ/html/Citizen.htm>).

6 All applicants or subcontractors, U.S. citizen or otherwise, must
7 have, immediately prior to applying for a position: (1) resided
8 in the United States three of the past five years; (2) worked for
9 the United States overseas in a federal or military capacity; or,
10 (3) been a dependent of a federal or military employee serving
11 overseas.

12 The BOP has final approval authority for non-citizen and non-
13 residency employment for all potential employees and
14 subcontractors.

15 The contractor shall maintain verification of training and
16 experience which shall include credentials for all professional
17 staff. All credentials shall be kept current and maintained for
18 the duration of the individual's performance under the contract.

19 EMPLOYMENT AGREEMENT

20 In the absence of a collective bargaining agreement, the
21 contractor must enter into a written employment agreement with
22 each employee assigned to work at the contractor's facility.
23 This agreement must provide that, in recognition of the public
24 safety requirements for uninterrupted services at the
25 contractor's facility and in return for adequate consideration,
26 including grievance procedures, the contractor employee agrees
27 not to strike or otherwise interrupt normal operations at the
28 contractor's facility without giving 30 days advance written
29 notice. If contractor receives such notice the contractor shall
30 immediately notify the COR.

31 The contractor must ensure that a contingency plan covering work
32 actions or strikes is developed and maintained in a secure
33 location.

34 In the event the contractor negotiates collective bargaining
35 agreements applicable to the work force under the contract, the
36 contractor must use its best efforts to ensure such agreements
37 contain provisions designed to ensure continuity of services.
38 All such agreements entered into during the contract period of

1 performance should provide that grievances and disputes involving
2 the interpretation or application of the agreement will be
3 settled without resorting to strike, lockout, or other
4 interruption of normal operations.

5 For this purpose, each collective bargaining agreement should
6 provide an effective grievance procedure with arbitration as its
7 final step, unless the parties mutually agree upon some other
8 method of assuring continuity of operations. As part of such
9 agreements, management and labor should agree to cooperate fully
10 with the Federal Mediation and Conciliation Service. The
11 contractor shall include the substance of this clause (paragraph,
12 provision, etc.) in any subcontracts for protective services.
13

14 STAFFING

15 The following are essential personnel with respective minimum
16 qualification requirements the contractor should consider as
17 critical for performance of the contract. The contractor may use
18 other titles. Contractors who propose not to provide these
19 positions must explain how required services will be provided.
20 Within fifteen days of contract award, the contractor shall
21 submit a written request to the COR for conditional contractor
22 employment approval of the Project Coordinator, Warden(s) and
23 Associate Warden(s). The fifteen-day period may be extended for
24 the Warden(s) and Associate Warden(s) positions, if requested in
25 writing by the contractor and approved by the CO.

26 Project Coordinator - Knowledge and experience within the
27 last five years in planning and executing similar contract
28 requirements as contained within this SOW.

29 Warden(s) - Knowledge of program objectives, policies,
30 procedures and requirements for managing a secure
31 correctional facility. A minimum of 10 years experience in
32 corrections or related field with experience in the
33 management of a correctional facility at the Associate
34 Warden level or above.

35 Associate Warden(s) - Knowledge of program objectives,
36 policies, procedures and requirements for managing a
37 correctional facility. A minimum of 10 years experience in
38 corrections or related field with five (5) years experience
39 in the field of corrections at the level of mid-management.

1 The essential personnel listed below are commonly referred to as
2 department heads with the following qualification requirements
3 considered critical for the performance of this contract:
4 knowledge of program objectives, policies, procedures and
5 requirements specific to their department. A minimum of five
6 years experience specific to their department is required.

7 Administrator, Religious Services
8 Case Management Coordinator
9 Chief, Correctional Services
10 Computer Services Manager
11 Correctional Shift Supervisors
12 Intelligence Officer
13 Facilities Manager/Administrator
14 Food Service Administrator
15 Inmate Systems/Records Office Manager
16 Medical Services Administrator
17 Quality Control Specialist
18 Safety/Environmental Specialist

19 The Administrator, Religious Services shall meet the
20 certification standards of the American Correctional Chaplains
21 Association.

22 SUBCONTRACTORS

23 The contractor shall develop written procedures for the security
24 and supervision of subcontractors that work on this contract.
25 The procedures shall include record keeping, identification
26 badges and escort protocols. The contractor shall include these
27 procedures in the contractor's Personnel Policy Manual. The
28 contractor shall complete steps 1-15, as outlined in Employment
29 Procedures above for each full-time subcontractor employee.

30 The contractor, at a minimum, must complete the following for all
31 part-time subcontractors:

- 32 1) Employment Eligibility Verification form (DOJ-INS Form I-9);
33 2) Coordinate and process with BOP staff to conduct criminal
34 history background information, e.g., National Criminal
35 Information Center (NCIC/NLETS) and law enforcement checks;

36 The contractor shall use the current BOP Guidelines of
37 Acceptability when determining subcontractor employment.

1 In addition, the contractor shall not hire any subcontractor,
2 full or part-time who, under the following circumstances, knows
3 any person or has any relatives who are currently incarcerated in
4 the facility; has any criminal charges currently pending; is
5 currently under any incarceration order, probation, or court
6 supervision.

7 Subcontractors are required to adhere to the contractor's
8 Standards of Conduct. The BOP has authority to approve all
9 subcontractors who have contact with federal inmates under the
10 terms of this contract.

11 VOLUNTEERS

12 The contractor shall develop written procedures for the use,
13 security and supervision of volunteers. The procedures shall
14 outline record keeping, identification badges and escort
15 protocols. The contractor shall include these procedures in the
16 Personnel Policy Manual.

17
18 Volunteers must be 18 years old or older. Ex-offenders with at
19 least three years of crime-free conduct after release, or with a
20 favorable report upon completion of probation or parole, may be
21 utilized as volunteers. Volunteers shall not be granted waivers
22 for unescorted status or passes.

23 The contractor shall complete the following for each volunteer
24 working in the facility:

- 25 1) Name and personal information, (e.g., address, date of
26 birth, social security number);
27 2) FBI Fingerprint Cards;
28 3) Coordinate and process with BOP staff to conduct
29 criminal history background information, (e.g.,
30 National Criminal Information Center (NCIC/NLETS) and
31 law enforcement checks).

32 The contractor, at a minimum, shall review the volunteer's
33 personal information. The BOP will review any criminal
34 background information (i.e., NCIC and law enforcement agency
35 checks) to determine if the applicant is suitable, in accordance
36 with the BOP Guidelines of Acceptability, for entrance into the
37 facility.

1 Volunteers are required to adhere to the contractor's Standards
2 of Conduct. The BOP has authority to approve all volunteers who
3 have contact with Federal inmates under the terms of this
4 contract.

5 **STANDARDS OF CONDUCT**

6 The contractor shall develop written Standards of Conduct, on
7 employee conduct, ethics and responsibility. The contractor's
8 Standards of Conduct shall include those standards defined in
9 Section J. These standards shall be a part of the Personnel
10 Policy Manual. The contractor shall document and ensure that all
11 employees review the Standards of Conduct annually. In addition
12 to employees, subcontractors and volunteers are also required to
13 adhere to the Standards of Conduct at all times. Employees,
14 subcontractors, and volunteers shall receive Standards of Conduct
15 Training as part of their individual institutional
16 familiarization and annual training. Notices explaining
17 employees rights to report misconduct and contact information for
18 all investigative authorities of competent jurisdiction shall be
19 prominently displayed.

20 The contractor shall refer allegations of employee, subcontractor
21 or volunteer misconduct in accordance with procedures defined by
22 the BOP.

23 The contractor shall cooperate fully with the cognizant authority
24 in any investigation of alleged misconduct.

25 The BOP reserves its right, consistent with its obligations under
26 applicable law, to conduct investigations of any alleged
27 misconduct that has the potential to adversely impact the
28 programs or operations of the DOJ and BOP including the care,
29 custody, health and safety of inmates and BOP staff or, where
30 applicable, the correctional institution and to withdraw final
31 employment approval authority for any employee as warranted by
32 Standards of Conduct violations.

33 **E. Training and Staff Development**

34 To assist the contractor in performing some specialized
35 requirements, the Government will provide specialized training.
36 The training will be provided to the contractor at no cost on a
37 one-time basis only. Contract employees travel/lodging expenses
38 will not be paid by the BOP. To receive the training, the

1 contractor must submit a written request to the COR outlining the
2 training participants and time frame for training.

3 1. Records Office Training (Records Office Staff)

- 4 a. Movement Coordination Training - 8 hours
5 b. Principles of Sentence Computation - 40 hours
6 c. Maintenance, Retirement and Disposal of Inmate Files -
7 8 hours
8 d. Advanced Sentence Computations - 40 hours

9 10 2. Correctional Programs (Affected Staff)

- 11 a. Case Management/Central Inmate Monitoring - 40 hours
12 b. Disciplinary Procedures - 24 hours
13 c. Disciplinary Hearing Officer Training - 80 hours
14 (mandatory, as described in Section J of the SOW)
15 d. Victim Notification System - 8 hours
16 e. Joint Automated Booking System (JABS) - 16 hours
17 f. NCIC/NLETS Certification - 24 hours

18 19 3. Other

- 20 a. SENTRY Training - Inmate Systems; Education;
21 Correctional Services; Financial Management;
22 Correctional Programs; Health Services; Other staff -
23 (40 hours)
24 b. Human Resource Management (24 hours) - For contractor's
25 human resource management staff including background
26 investigation issues.
27 c. Self-Study Courses
28 1. Jail Credit/Inoperative Time
29 2. Judgment and Commitment File
30 3. Detainer/Writs/Interstate Agreement
31 4. SENTRY General Use Technical Reference Manual
32 5. Sentence Reform Act Computation
33 6. Receiving and Discharge Training
34 7. Inmate Funds Management Training
35 8. Mail Management Training
36 9. Population Accountability Training
37 10. New Mail Room Officer's Self Study Course and
38 Survival Skills Training
39 11. New Receiving and Discharge Officer's Self
40 Study Course and Survival Skills Training
41 12. Central Inmate Monitoring Certification
 Correspondence Course

1 The contractor may request, at its expense and subject to the
2 approval of the COR, additional Government training to supplement
3 the initial training outlined above or other training as it
4 applies to BOP-mandated contract performance.

5 The contractor shall develop and implement a comprehensive staff
6 training program addressing the institution's sexual
7 abuse/assault prevention and intervention program. Written
8 policy, procedure and practice shall provide that all staff, to
9 include volunteers, receive such training prior to EOD and on an
10 annual basis as part of the institution's in-service training
11 plan.

12 Pre-service and in-service training shall be augmented with
13 specialized training and continuing education for appropriate
14 staff (e.g., case managers, counselors, psychology services
15 staff, chaplaincy staff, correctional officers, investigatory
16 officials, health/mental health care providers, etc.).

17 The contractor shall provide disturbance control training to
18 appropriate staff. Certified disturbance control instructors
19 shall be used to conduct emergency training at the facility.
20 Certification must be from a COR-approved federal, state or
21 county training academy or program. The use and carrying of
22 weapons for training shall meet all federal, state and local laws
23 and regulations.

24 **F. Case Records (Inmate Files)**

25 All inmate files (e.g., central files, medical files, judgment
26 and commitment files, etc.) are to be prepared, maintained and
27 disposed of in accordance with the BOP format and procedures.

28 Policy and procedures shall be developed to ensure the
29 confidentiality and security of all inmate central files (e.g.,
30 judgment and commitment files, central files, U.S. Parole
31 Commission mini-files) in accordance with P.S. 5800., Inmate
32 Systems Management Manual, P.S. 5800., Central File, Privacy
33 Folder and Parole Mini-Files and in accordance with all
34 applicable federal provisions (e.g., 5 U.S.C. 552 and 552a).

35 The contractor shall interact with other agencies to satisfy
36 outstanding inmate obligations including, but not limited to: 1)
37 processing of federal and state writs; 2) administration of the
38 Interstate Agreement on Detainers; 3) Detainer inquiries; 4)
39 lodging and removal of Detainers; 5) notification requests from